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Attorneys for Plaintiff Rafael Jimenez, individually and on behalf of other persons similarly situated and similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

RAFAEL JIMENEZ, individually and on behalf of other persons similarly situated and similarly aggrieved employees,

Plaintiffs,

v.

CARGO HS LLC, an active California Limited Liability Company; and DOES 1 through 10,

Defendants.

Case No.: 21STCV15258

CLASS AND REPRESENTATIVE ACTION

[Assigned to Hon. Elihu M. Berle in Dept. SS-6]

DECLARATION OF ZORIK MOORADIAN IN SUPPORT OF PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

[FILED CONCURRENTLY NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL; DECLARATION OF HAIK HACOPIAN WITH EXHIBITS; DECLARATION OF RAFAEL JIMENEZ; AND [PROPOSED] ORDER]

Date: July 13, 2023

Time: 9:00 a.m.

Dept.: SS-6

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1 Packing/2;13-cv-04499 JAK-ss; Mendoza v. Accentcare/30-2013-00661891-CU-
2 OE-CXC; Nuno v. Universal Building Maintenance/BC541570; Cabrera v.
3 Complete Facilities Maintenance/BC538248; Valencia v. Rubbercraft/BC
4 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
5 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills
6 Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-
7 CXC; Bitton v. Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt.
8 Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-
9 OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Avina v. Marriott/30-
10 2017-00945551; Azepita v. Eden Social Restaurants, Inc./30-2019-01077185;
11 Balaguer v. Eminent, Inc./19STCV16803; Barragan v. Golden Hotels Limited
12 Partnership/30-2018-01007420; Boch v. Merchants Building
13 Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v.
14 Intercon Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486;
15 Castro v. Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State
16 Foods/BC708535; Contreras Teo v. Golden State Foods/BC722540; Corona v.
17 Del Amo Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958;
18 Cruel v. Andreas Elsenhans/19STCV35496; Espinoza v. Don Chava
19 Mgt./19STCV27068; Galvan v. Property Mgt. Associates/BC722781; Godoy v.
20 UCLA/19STCV04634; Gonzalez v. Toyon Catering, Inc./19STCV11369;
21 Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-
22 01092546; Guzman v. Millennium Shoes/19STCV33166; Hernandez v.
23 Township Retail Services/18STCV06709; Hernandez v. Resource Employment
24 Solutions/30-2019-01084740; Herrera v. Color Spot Nurseries/30-2017-
25 00933249; Leon v. Island Hospitality Mgt./30-2019-01060719; Martinez v.
26 Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798;
27 Martinez v. Riviera Beverages/ 30-2019-01056796; Mendoza v. United
28 Production Framing/30-2019-01104255; Morales Cano v. Coordinated
Staffing/19STCV29817; Moreno v. DCX-CHOL Enterprises/19STCV19105;

1 Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I,
2 LLC/30-2018-00999474; Nunez v. Wonderland Montessori,
3 LLC/18STCV06042; Enriquez v. The Johnny Rockets Group/19STCV43986;
4 Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v.
5 First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/
6 19STCV11434; Reidy v. City of Inglewood/18STCV09373; Rosales v. DBR
7 Premium/19STCV32726; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v.
8 GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres
9 v. Metro Security/19STCV15680; Trujillo v. Securitas Security
10 Services/19STCV01207; Villacana v. Crothall Laundry Services,
11 Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

12 5. I am familiar with California wage and hour law and the laws governing the
13 alleged violations in this matter, including but not limited to California Labor Code Sections
14 201 – 203, 226, 226.7, 510, 512, 1194, 1194.2, 2698 and 2802, California Business and
15 Profession Codes 17200 *et. seq.*, the Orders of the Industrial Welfare Commission, and the
16 Private Attorneys General Act.

17 6. I seek appointment as class counsel on behalf of the settlement class. I know
18 of no conflicts that would preclude me, or Mr. Hacopian, from serving as Class Counsel in
19 this matter. I also know of no conflicts that would preclude Mr. Jimenez from serving as the
20 Class Representative in this matter.

21 7. As a result of my prior experience as class counsel in other wage and hour
22 class actions, I am fully aware of the responsibilities I owe as Class Counsel to the proposed
23 class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria
24 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
25 settlement is fair to the class, reasonable and more than adequate in view of (i) the strength
26 of Plaintiff's claims and Defendant's defenses, (ii) the risk, expense, complexity and likely
27 duration of further litigation, (iii) the risk and difficulty of obtaining class certification and
28 maintaining class action status through trial, (iv) the total settlement amount of \$550,000

1 offered in settlement, (v) the discovery conducted by the Parties in this case, (vi) my
2 experience with similar settlements in wage and hour class actions that have received court
3 approval, and (vii) the fact that the settlement was the result of arms' length negotiations
4 between experienced counsel facilitated by Mr. Lou Marlin, a respected neutral mediator.

5 8. I submit that the proposed settlement is within the range of possible approval
6 for communication of a notice in conformity and consideration thereof by the Settlement
7 Class. The Court will have the opportunity to again assess the reasonableness of the
8 settlement after the Class has had the opportunity to opt-out or object.

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct.

11 Executed on June 12, 2023, in Calabasas, California.

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14 /s/Zorik Mooradian
15 Zorik Mooradian
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